THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.16258 OF 2006

ORAL ORDER:

The petitioner was granted a licence by the A.P. State Road Transport Corporation, to run a Scooter/Cycle stand at M.G. Bus Station, Imlibun, Hyderabad, for a period of four years with effect from 26.1.2006, on a monthly licence fee of Rs.46,410/-. While so, a show cause notice dated 21.7.2006 was issued, calling upon the petitioner to show cause as to why the licence should not be terminated on the ground that he failed to pay the monthly licence fee and that he collected excess charges from the passengers. It was also stated that a sum of Rs.2,24,642/- was due from him. The petitioner alleges that though he submitted an explanation dated 29.4.2006, without considering the same, the respondents issued the impugned order dated 28.7.2006, terminating the licence with immediate effect and adjusting the security deposit towards monthly licence fee and electricity charges. Aggrieved by the same, this writ petition is filed.

I have heard the learned counsel for both the parties.

The petitioner contended that having issued the show cause notice on 21.7.2006 the impugned order was passed immediately thereafter on 28.7.2006, without giving him a reasonable opportunity to submit his explanation. It is also contended that, whereas under Clauses 3 and 8(c) of the deed of licence, one month's prior notice is required for termination of the licence, the respondent-Corporation failed to give any such notice and, therefore, the impugned order of termination, dated 28.7.2006, is illegal and arbitrary.

Clause 8(c) runs as under:

> "If the licence defaults in payment of licence fee for three months consecutively or three times in a calendar year, the licence is liable for termination with a month's notice effective from the date of default duly forfeiting the security deposit."

On a perusal of the said Clause, it is clear that one month's notice would be effective from the date of default. In the case on hand, the petitioner does not dispute the allegation that he committed default in payment of monthly licence fee. If that be so, the impugned order of termination cannot be held to be bad for want of one month's prior notice, as required under Clause 8(c) of deed of licence.

No other ground is urged. Hence, the writ petition, which is devoid of merit, is hereby dismissed.

However, the petitioner is at liberty to take appropriate steps for to take back the material, if any, lying in the space allotted to him under the licence. No costs.

(G. ROHINI, J.)

3rd August, 2006.
Kgr

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.16258 OF 2006

3rd August, 2006.

Between:

P. Ramchandar. .. Petitioner.

And

The A.P.S.R.T.C., Musheerabad,
Hyderabad, represented by its
Managing Director and two others. .. Respondents.